

May 19, 2009

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: SANDRA L. DAVID, 302-857-4556  
STATE CONTRACT PROCUREMENT SUPERVISOR

SUBJECT: AWARD NOTICE - CONTRACT NO. 09-559-SD  
DOCUMENT AND MAIL PREPARATION SERVICES

1. **SCOPE:**

Kent-Sussex Industries (KSI) will provide any agency seeking to procure document and mail preparation services outside of those services offered through Printing and Publishing, Department of Technology & Information, services maintained internal to a state agency, or services obtained from volunteers, shall be procured through the established set aside of the State Use Commission.

2. **MANDATORY USE CONTRACT:**

REF: 29, Del. C. §6911 (d). All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

Notwithstanding the foregoing, and in accordance with 16 Del. C ch 96 , , if any agency of this State intends to procure any product or service on the procurement list, that agency (hereinafter "Ordering Agency") shall, in accordance with the rules and regulations of the Commission for the Purchase of Products or Services of the Blind and Other Severely Handicapped Individuals (the "Commission"), procure such product or service, at the price established by the Commission, from the Delaware Industries for the Blind and from qualified rehabilitation facilities. If the product or service is available such procurement shall be mandatory, unless a waiver is issued by Kent and Sussex Industries.

AWARD NOTICE - CONTRACT NO. 09-559-SD  
DOCUMENT AND MAIL PREPARATION SERVICES

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3. **AGREEMENT TERM AND AMENDMENTS:**

This Agreement shall be valid for a Three (3) year period from June 1, 2009 through May 30, 2012, with three (3) one-year renewal periods available. Addendums to this Agreement, as agreed to in writing by the parties, may be issued periodically to adjust pricing, or add new items as they become available in accordance with 16 Del.C. Ch 96. This Agreement shall remain in effect for the time period specified unless the Agreement is terminated in compliance with 16 Del. C. ch. 96. Any termination of this Agreement shall have no effect on the requirement to comply with 16 Del. C. ch 96.

4. **PRICES:**

Prices shall remain firm for the term of the agreement, unless it is deemed in the best interest of the State to do otherwise and has the approval of the State Use Commission. Prices as set forth in Appendix A shall remain firm for the term of this Agreement, unless changed pursuant to 16 Del. C. §9604. In the event any such a change is made, the parties agree to amend Appendix A accordingly.

5. **FUNDING OUT:**

The continuation of this Agreement is contingent upon funding appropriated by the General Assembly.

6. **MANDATORY PROCUREMENT WAIVER:**

In the event KSI cannot fulfill its obligations to ordering agencies under the terms and conditions of this Agreement, the Ordering Agency may request a mandatory procurement waiver from the Director of KSI to permit the purchase on the open market of a product listed in Appendix A. A waiver shall be granted by the Director only in accordance with 16 Del. C. §9605 and written notification of such waiver, if granted, shall be provided by the Director to both GSS and the Ordering Agency. Ordering Agency's receipt of a waiver from the Director shall constitute authorization for that agency to make its purchase in accordance with 29 Del. C. ch. 69 and in no instance shall any monies be due KSI from Ordering Agencies when such purchases are made.

7. **FORCE MAJEURE:**

Neither KSI nor the Ordering Agency shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Agreement.

8. **ORDERING PROCEDURE:**

AWARD NOTICE - CONTRACT NO. 09-559-SD  
DOCUMENT AND MAIL PREPARATION SERVICES

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Each Ordering Agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems.

9. **BILLING AND PAYMENT:**

The agencies or school districts who utilize this Agreement will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. KSI must accept full payment of the invoice amount by intergovernmental voucher, procurement (credit) card and/or conventional check and/or other electronic means at the State's option.

KSI is required to bill the respective Ordering Agency (s) within 30 days of order fulfillment. Ordering agencies shall provide Agreement number, ship to and bill to address, contact name and phone number.

10. **COMMODITY OR SERVICES COVERED BY AGREEMENT:**

All items specifically listed in Appendix A shall be procured pursuant to the Agreement provided, however, that ordering agencies shall have no obligation to procure any item not listed in Appendix A from KSI. Ordering agencies, however, are strongly encouraged to procure items not listed in Appendix A from KSI when an opportunity for cost savings exists and in order to further the legislative purpose of the State Use Law as set forth in 16 Del. C. § 9601. This encouragement is not a waiver of an Ordering Agency's obligation to comply with State procurement requirements as set forth in 29 Del. C. ch. 69.

11. **AGREEMENT EXECUTION:**

This Agreement shall be executed by a representative of each party hereto who has the legal capacity and authority to enter the agency into a formal binding agreement with another State agency.

12. **PERSONNEL:**

- a. KSI represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement.
- b. All of the services required hereunder shall be performed by KSI or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

13. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT**

KSI shall provide the name(s), telephone or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan April 2005.

14. **COMPLIANCE WITH STATE USE LAW GUIDELINES:**

In fulfilling its obligations under this Agreement, KSI agrees to comply with the requirements set forth in Section VI of the State Use Commission's "General Rules and Guidelines" (attached hereto as Exhibit B) with respect to the performance of direct labor by disabled persons. KSI's noncompliance with said requirements, however, shall not constitute grounds for termination of this Agreement by GSS.

15. **ORDERING PROCEDURES:**

Each agency is responsible for placing their orders with:

Kent-Sussex Industries, Inc.  
301 N. Rehoboth Blvd.  
Milford, DE 19963  
Phone No: (302) 422-4014 Ext 3135  
Fax No: (302) 422 5848  
Attn: Nancy Drew  
Email: [drewn@ksiinc.org](mailto:drewn@ksiinc.org)  
Federal E.I. No: 51-0097856  
Orders may be placed via: Phone, Email, or Fax

16. **PAYMENT:**

VISA & MASTER CARD are now accepted.

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

APPENDIX A

17. **PRICES:**

ITEM NO.	DESCRIPTION	COST
1	BI-FOLD (Fold page once)	\$.03
2	TRI-FOLD PAGE (Fold page twice)	\$.05
3	COLLATE 2 PAGES AND INSERT INTO ENVELOPE	\$.05
4	COLLATE 3 PAGES AND INSERT INTO ENVELOPE	\$.065
5	COLLATE 4 PAGES AND INSERT INTO ENVELOPE	\$.08
6	INSERT 1 ITEM INTO ENVELOPE	\$.025
7	SEAL ENVELOPE	\$.03
8	APPLY ADHESIVE LABEL	\$.045
9	APPLY ADHESIVE STAMP	\$.045
10	STAMP WITH SELF-INKING STAMP	\$.035
11	STAMP USING INK PAD	\$.035
12	APPLY ONE INCH ROUND SEAL	\$.045

18. **BULK MAIL PREPARATION:**

Bulk mail preparation includes proper sorting for bulk rate. The customer must provide labels in zip code order, and must have an established bulk rate permit. Items which are being prepared for mailing through the U.S. Postal Service could be delivered directly to Messenger Services for metering and mailing. If the customer agency can meter their own mail, the finished job can be returned directly to the customer agency.

19. **DELIVERY CHARGES:**

Milford	No Charge
Georgetown	\$50.00
Dover	\$50.00
New Castle County	\$125.00

20. **SHIPPING COSTS:**

Ordering Agency shall be responsible for all shipping costs associated with their orders.

A work order will be created to include pertinent information such as Customer Agency Information, Contact person, job specifications, volume, completion dates, delivery location, cost, and billing information. This will be completed by KSI prior to the job starting and will be used to confirm agreement with all aspects of the job.